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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Trademarks

CONVEYING PARTY DATA

Name Formerly		Execution Date	Entity Type
GE Business Capital Corporation	Transamerica Business Capital Corporation	08/10/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Paltier, L.L.C.
Street Address:	1701 Kentucky Street
City:	Michigan City
State/Country:	INDIANA
Postal Code:	46360
Entity Type:	limited liability company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1040420	INTERCHANGE
Registration Number:	1959217	PALDEK
Registration Number:	2008843	PALGARD
Registration Number:	1133133	PALTIER
Serial Number:	75606400	KWIK KLIK

CORRESPONDENCE DATA

Fax Number: (312)863-7865

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-201-3865

Email: Sharon.Patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson

Address Line 1: 55 E. Monroe St., Ste. 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1075.112

NAME OF SUBMITTER: Sharon Patterson

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> TRADEMARK REEL: 002914 FRAME: 0782

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of August 10, 2004 by GE Business Capital Corporation f/k/a Transamerica Business Capital Corporation, a Delaware corporation, as Agent ("Agent").

WHEREAS, Agent and PALTIER, L.L.C., a Delaware limited liability company ("<u>Grantor</u>") entered into that certain Trademark Security Agreement (the "<u>Trademark Security</u> Agreement"), dated as of August 20, 2001;

WHEREAS, the Trademark Security Agreement granted, assigned and conveyed to Agent for collateral purposes all of Grantor's right, title and interest in and to certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Grantor to Agent (the "Obligations"); and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that Agent release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent agrees as follows:

- 1. Agent hereby, without representation, warranty or recourse, fully releases, terminates, assigns to and reinvests in Grantor all of Agent' right, title, interest and liens granted by the Trademark Security Agreement in and on:
- (a) all of Grantor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;
- (b) the goodwill of Grantor's business connected with or symbolized by Trademarks; and
- (c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.
- 2. Agent further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably necessary to effect the release and termination of its security interest and

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liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release of Trademarks to be duly executed as of the day and year first above written.

> GE BUSINESS CAPITAL CORPORATION, F/K/A TRANSAMERICA BUSINESS CAPITAL CORPORATION, as Agent

Title: DULY AUTHORIZED SIGNATURY

[Signature Page to Release of Trademarks]

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TRADEMARK

SCHEDULE A (RELEASE OF TRADEMARKS)

TRADEMARK REGISTRATIONS AND APPLICATIONS

(see attached)

Sch. A-1

Registered Trademarks
(All in favor of Paltier, L.L.C.)

Country	Trademark Name	Registration No.	Registration Date
Costa Rica	Interchange	106092	2/11/98
El Salvador	Interchange	0337-0338	1/03/00
Honduras	Interchange	67384	2/06/97
Panama	Interchange	081106	5/31/96
USA	Interchange	1040420	6/01/76
USA	Paldek	1959217	2/27/96
USA	Palgard	2008843	10/15/96
Belize	Paltier	8349	10/15/99
Costa Rica	Paltier	103842	9/29/97
El Salvador	Paltier	305-307	8/31/00
Honduras	Paltier	64580	3/12/96
Panama	Paltier	81107	5/31/96
Turkey	Paltier	166670	
UK	Paltier	2107013	2/14/97
USA	Paltier	1133133	4/15/80
Belize	Valurak	8349	7/24/99
El Salvador	Valurak	043-044	11/12/99 .
Honduras	Valurak	64576	3/12/96
Nicaragua	Valurak	47199	2/26/01
Panama	Valurak	086663	4/01/97
UK	Valurak	2109152	7/10/98

Pending Trademark Applications
(All in favor of Paltier, L.L.C.)

Country	Trademark Name	Application No.	Application Date
USA	Kwik Klik	75/606400	12/16/98

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RECORDED: 08/11/2004